

relating to the Property or any part thereof, including the names of all lessees, the terms of all leases and the rentals payable under all leases, and, on demand, the Grantor will furnish to the Beneficiary executed counterparts of any such leases. If any of such leases provide for the giving by the lessee of certificates with respect to the status of such leases, the Grantor shall exercise its right to require such certificates within 10 days after any request therefor by the Beneficiary.

(b) The Grantor hereby grants, assigns, transfers and sets over unto the Beneficiary, and grants to the Beneficiary a security interest in, all right, title and interest of the Grantor in and to any leases of the Property, or any portion thereof, now or hereafter entered into, including, without limitation, any cash or securities deposited thereunder to secure performance by the lessees of their obligations thereunder, whether such cash or securities are to be held until the expiration of the terms of such leases or applied to one or more installments of rent coming due immediately prior to the expiration of such terms, including further, without limitation, the right, upon the occurrence of an event of default hereunder, to receive and collect the rents thereunder.

(c) The Grantor will, at its sole cost and expense, use its best efforts to enforce or secure, or cause to be enforced or secured, the performance of each and every obligation and undertaking of the respective lessees under any leases of the Property, or any portion thereof, and will appear in and defend, at its sole cost and expense, any action or proceeding arising under or in any manner connected with such leases or the obligations and undertakings of any lessee thereunder.

(d) The Grantor will not assign the whole or any part of the rents, income or profits arising from the Property or any part thereof without the prior written consent of the Beneficiary, and any assignment thereof without such consent shall be null and void.

(e) In addition to the general assignment herein provided for, the Grantor has executed the Assignment of Leases, to which reference is hereby made for the nature and extent of the security afforded thereby, and for the rights of the Beneficiary with respect to such security.

(f) The Grantor will not, without the prior written consent of the Beneficiary, (a) cancel, terminate, accept a surrender of, reduce the payment of rent under, or accept any prepayment of rent (other than is customary) of, any present or future lease of the Property or any part thereof, (b) lease all or any part of the Property except upon lease forms which shall have been approved by the Beneficiary, or (c) permit a lien or encumbrance on the Property or any part thereof superior to any such lease other than this Deed of Trust.

(g) If the Grantor has leased or shall hereafter lease the Property or any part thereof by lease or leases subordinate or junior (either by the date thereof or by the express terms thereof) to the lien and security interest of this Deed of Trust, any such lease or leases shall be subject to the condition that in the event of any sale of the Property, or any part thereof, pursuant to the provisions of Section 4.02 of this Deed of Trust, such lease or leases shall continue in full force and effect, and the tenant or tenants thereunder will, upon request, attorn to and acknowledge in writing the purchaser or purchasers at such sale or sales as landlord or lessor thereunder, unless the Beneficiary or such purchaser or purchasers or the Trustees,